

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WASHINGTON STATE PATROL
AND
THE Bellevue POLICE DEPARTMENT

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Washington State Patrol (WSP) and the Police Department for the City of Bellevue (Department), hereinafter referred to as the "parties", is to memorialize the parties' understanding regarding transmitting, receiving, and storage of information contained in the National Crime Information Center (NCIC) and Washington Crime Information Center (WACIC) systems of records made available through a data transfer program. The data provided by WSP will be used by Bellevue Police Department as input to a law enforcement application.

WSP provides NCIC data to the Bellevue Police Department through WSP's A Central Computerized Enforcement Service System (ACCESS). The Department has a separate agreement with WSP regarding access to, use of, and subsequent dissemination of information obtained through ACCESS, including NCIC data. This MOU has no affect on that agreement.

2. **BACKGROUND:** The Federal Bureau of Investigation (FBI) maintains the NCIC system of records containing multiple files. WSP maintains the WACIC system of records containing multiple files. Information included may be stolen vehicles, vehicles wanted in conjunction with felonies, wanted persons, and vehicles subject to seizure based on federal court orders.

The Bellevue Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. The Bellevue Police Department's vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other locations controlled by the agency. The Bellevue Police Department has requested to obtain current information as further provided in this Agreement from the NCIC files in order to compare scanned numbers against stolen license plates. The Bellevue Police Department certifies its vendors providing license plate screening technology do not have access to NCIC data provided to the Bellevue Police Department by WSP.

3. **SCOPE:** This MOU applies to WSP making information from the NCIC Vehicle File, License Plate File and Wanted Person File available to Bellevue Police Department via a secure FTP Server environment.

A. WSP will:

- 1) Provide the Bellevue Police Department with the data elements and disqualifying items as described in Attachment 1, Data Elements and Handling Instructions, which is attached hereto and incorporated herein.
- 2) Provide updated extract information on a mutually agreed to frequency;
- 3) Respond to specific inquiries from the Bellevue Police Department; and
- 4) Provide the Bellevue Police Department with the name and telephone number of a

technical and an administrative point of contact.

B. The Bellevue Police Department will:

- 1) Use the NCIC extracts for law enforcement purposes;
- 2) Update its local database as FBI updates become available via WSP, ensuring that those numbers deleted from the NCIC system are also deleted from all local databases;
- 3) Confirm extract hits are still active in NCIC, at the earliest reasonable opportunity, in accordance with current hit confirmation policy;
- 4) Provide the WSP with the name and telephone number of a technical and an administrative point of contact; and
- 5) Ensure that the Bellevue Police Department's use and dissemination of data provided by WSP under this MOU is in accordance with federal and state laws and regulations, including but not limited to the FBI's Criminal Justice Systems Information (CJIS) regulations.

4. FUNDING: Each party will fund its own activities unless otherwise agreed in writing. The Bellevue Police Department has a separate agreement with WSP for use of ACCESS. This MOU has no affect on that agreement, or the rates and fees WSP charges for the services provided thereunder.

5. LIAISON REPRESENTATIVES

For the Washington State Patrol

For the City of Bellevue Police Department

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5. CONFIDENTIAL INFORMATION: The Bellevue Police Department acknowledges that some of the material and information that may come into its possession or knowledge in connection with this MOU or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The Bellevue Police Department agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this MOU, to release it only to authorized employees requiring such information for the purposes of carrying out this MOU, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without WSP's express written consent or as provided by law. Furthermore, the Bellevue Police Department's use and dissemination of NCIC data provided by WSP under this MOU is governed by the Bellevue

Police Department's agreement with WSP regarding access to, use of, and subsequent dissemination of NCIC data and other information obtained through ACCESS.

6. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

7. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.

B. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.

c. Either party may terminate this MOU upon 30 days written notification to the other party. The parties will continue participation up to the effective date of termination.

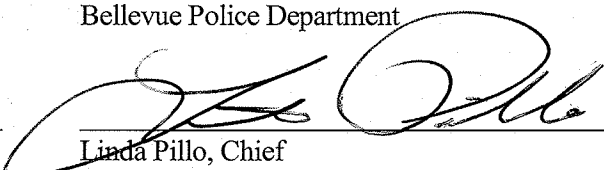
8. This MOU, which consists of eight Sections, will enter into effect upon signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the WSP and the Bellevue Police Department.

State of Washington
Washington State Patrol

Bellevue Police Department

John R. Batiste, Chief



Linda Pillo, Chief

Date

6/12/09

Date

Data Elements and Handling Instructions

- 1) Data Elements: WSP will transmit to the Bellevue Police Department information from the NCIC Vehicle File, License Plate File, and vehicle information from the NCIC Wanted Person File.
- 2) Data Handling
 - a) If the Bellevue Police Department has no need for a particular class of data, they will delete that data immediately on receipt.
 - b) Record updates are accomplished by record replacement. The Bellevue Police Department may have to compare a new data file with former files provided by WSP in order to determine any changes.
 - c) If a record is present within the Bellevue Police Department's application and not present in the transferred file from WSP, the record has been removed for operational reasons by local law enforcement. Reasons for that removal include cancellation of the subject plate, or the vehicle has been located.
 - d) The Bellevue Police Department will not retain any data file provided by WSP longer than 30 calendar days.
 - e) The Bellevue Police Department will not enter or modify NCIC data directly. Any changes that should be made to NCIC by the responsible law enforcement agency.
- 3) Schedule: WSP shall refresh the data files provided to the Bellevue Police Department in a mutually agreed upon process and at agreed upon intervals. WSP shall notify the Bellevue Police Department if files will not be available due to problems or of updated code tables.
- 4) Problem Reporting: Problem reporting by WASPC under this MOU is governed by Attachment 2, WSP Secure FTP Problem Notification Procedures, which is attached hereto and incorporated into this MOU herein.

WSP Secure FTP Problem Notification Procedures

- When a problem with acquiring data occurs with the WSP Secure FTP Server, the Bellevue Police Department will call WSP ITD Customer Services at (360) 705-5999 or send an e-mail to ITDcustomerservicesg@wsp.wa.gov explaining the issue and having a work order opened. The Bellevue Police Department will include identifying information about the Bellevue Police Department staff that identified the problem in the explanation with e-mail address and phone number(s).
- The WSP Information Technology Division (ITD) Customer Services group will escalate the work order to the appropriate ITD group.
- That group will notify the Bellevue Police Department that the issue is being worked on or has been completed.
- If there is no contact within four business hours, the Bellevue Police Department should do a follow-up contact.
- The ITD Customer Services group working the problem may call or send e-mail to the Bellevue Police Department in order to determine problem particulars or to request testing. The Bellevue Police Department will only call or e-mail that person or group in the context of an existing, open problem, and not for new problems.
- Once the Bellevue Police Department is satisfied with the results, the work order will be closed. Another work order should be opened for any new problem with receiving data from the WSP Secure FTP Server. The prior work order can be cited by the Bellevue Police Department in any subsequent work orders if it seems relevant.